

#106404

ORIGINAL

CLERK US DISTRICT COURT
NORTHERN DIST. OF TX
FILED

India Samone Kahclamat, Intervener

INDIA SAMONE KAHCLAMAT

Plaintiff

vs

William Nash, Thomas Reedy, Sarah

Edmondson, and Representatives on

Behalf of,

CARMAX SUPERSTORES INC., CARMAX

AUTO FINANCE, CARMAX BUSINESS SERVICES, LLC

Defendants

Civil Complaint: Court of Equity

Federal Court, under Article III

Here comes, India Samone Kahclamat, under Article III jurisdiction imposed by Congress and the Organic Constitution for a claim to be heard in the honorable Courts of Equity.

Please note: In want of a prayer for trial by jury to bring forth witness dispositions and know all parties of interest involved/pertinent to the contract, under full disclosure specifically the financier or bank in the matter.

Contact:

2018 FEB 26 PM 4:38

India Samone Kahclamat
Post Office Box 1863

Fort Worth, TX

76101

817 217 9504

• • 18 CV - 464 • 6

Repossession in the State of Texas is governed by the Texas Business and Commerce Code § 9 and for debt collection purposes Texas Finance Code § 392

Other laws of Equity and so on still stand.

Black's Law Dictionary defines equity in part as, "Justice administered according to fairness as contrasted with the strictly formulated rules of common law."

Subpoena duces tecum or Disposition of witnesses: For the following of evidence under the FRE 1000-1004, the Best Evidence Rule to substantiate the proof/validity of claim upon the entities in dispute. [As evidenced by the Exhibits in this filing/claim, and also as evidenced by the Return Receipts of our request for procurement of documents and evidence held in trust as public fiduciaries of certain information that is private unless disclosed, which are numeric identifiers used to solidify loan accounts and or identify deposit transaction accounts among other accounts used as collateral and an asset to the financier and or in this case the miscellaneous business credit institution classified under the standard industrial code as 6159 represented code for the Securities Exchange Commission that we believe is the direct result of breach of contract because they are not a financial institution but a miscellaneous business credit institution- truly grandfathered by Wells Fargo Bank/ and or Wells Fargo Dealer Services that was more than enough withheld at the time of signing that ab initio under the law pertaining to contracts, voided the contract at the inception on 12/17/2017 because it was not signed in good faith, it did not have clean hands, and it was not under full disclosure making known all true parties of interest subjecting the entities in question to disclosure the true parties of interest such as the true servicer, and the true financier which are non conflicting, to abstain from lawful breach of contract, and immediate dishonor in failure to perform the obligations as the servicer because

they withheld their intent to me as a party and as a in this case a consumer/customer. Falsio in uno, Falsio in omnibus.

They are subject to litigation beyond arbitration that is the existence of a class action lawsuit to all those who were maligned by the fraud perpetuated by non disclosure, of material facts, who is Wells Fargo Dealer Services and their relationship to the entity in it's entirety in respect of my contractual obligations.

We, my family and I call on stare decisis for support of claim, of material facts known, that we respectfully request your adjudication as the Trier of Fact in the Court of Equity/and Chancery the same if permissible under the Law, and to that I engage with pure conscience Common Law, in respect of the standing laws that assist in the facilitation and flexibility of Federal substantiations in the United States Code possessing the same ferocity to settle this matter most fairly, accurately, and justly under all laws necessary to secure rights intended that no one is above the law, as expressed in the Uniform Commercial Code, that in 1951 it overtook the Negotiable Instruments Law that we stand on as well.

Let it be known, that I, India Samone Kahelamat, has not to this day been formally trained as an American Bar Attorney, and that for that alone my format be allowed as granted as any other woman or man to bring a claim to this court for grant of relief and or injunctive relief pretenses, simply.

We want to know, why none of our previous requests were not met with a written answer under the fundamental of law the reasonable man and in this case I, as a woman. It is by the trying of conscience, that my credit has been unjustly and grossly slandered and I am in want of relief to know why the integrity of the financial system is dampened by entities who do not wish to

operate in commerce fairly but interfere for reasons not understood. I request that no motion to dismiss this case be heard before the court because fraud is involved, and the threat of badge of fraud exists, until this matter is wholly settled. I call into form, the Model Rules of Professional Conduct by the American Bar Association, and specifically 1:16- on whomever was advising the legal department and overseeing the accounting entries in matter of this contract that is in question today that we readily contested against various locations, except a new creditor in Thalsbro was only given after 01/31/2018, and to that I accept their highest balance of \$0, evidenced by Equifax Inc.

I also ask, all parties who they are, and what authority they have in respect of this contract known as 24480812, the lien holder is Carmax Business Services, LLC, which must release the title, though the car was allegedly sold, so collateral of equal value or more in the amounts paid total must be granted to be made whole again. Certain [SFAS forms] specifically 154, which is Statement of Financial Accounting Standards- Accounting Corrections and Error Corrections. This information ultimately goes to the Federal Reserve Board, and is governed by the Dodd Frank Act, reported on the Congressional Review- thus other forms FAS, were requested but only for proof that the automobile was paid in full, and repossession/ threat of was most unnecessary. Also, a form for the IRS 8300, that reports transactions over \$10,000, and the IRS form 8281 also reports to the IRS Certificates/Evidences of Indebtedness that has to be reported within 30 days or so after signing of any contract are/were being requested to make true determinations in the accountancy of the transaction history- thus prior to payments the only thing of monetary value for valuable consideration was the automobile, promissory note[s] after being signed, and the private numeric identifiers that gave value in substance to the backing of the loan via credit. Had Wells Fargo Dealer Services, been a party of interest made known under

full disclosure possessing the authority to extrapolate credit through Treasury Management Services- in consideration of the contract from the beginning we would have forgone all legal/lawful measures in remedy, especially under Common Law and others still standing. CARMAX SUPERSTORES INC., was unfair in their contract and it withheld a vital party that kept me from true settlement and closure of the account from both a lawful standpoint, and the maintenance in health of the integrity of the financial system- breached by inaccuracy of entries and or ledgers, if not both. I had no clear substantiation of who the true servicer is/was, versus who the true financier is/was at the time of signing that voided the contract and subjects the entity to class action lawsuit if this account is not isolated, for mismanagement of funds, and absolute theft according the empirical evidence based in the normal business record, presented to the Sheriff's and the Court of Equity. In order to have a contract that is *valid* under the law 6-22:

- 1. Parties competent to contract**
- 2. Free and Genuine Consent**
- 3. Full Disclosure**
- 4. Valuable Consideration**
- 5. Certainty of Terms**
- 6. Meeting of the minds**
- 7. Autographs or signatures**

The amount that was allocated to them for payment in total not including any promissory notes which are the only true instruments of considerable valuable is: \$89,428. 23 paid from an irreversible account, that **paid the account off in full** on March 1, 2017, which by internal theft ongoing in early March left the account in jeopardy that need not be if serviced professionally, and appropriately, as I am the Holder in Due Course to my affairs, accounts, contracts and

certain bonds on file with the government and private corporations the like, respectfully, as a Foreign Principal, as well as Executrix over the Estate, as authorized representative to the private numeric identifiers used to facilitate the contract via the Treasury Management Services of a bank attached to the Federal Reserve System that enlivened the loan process. To this fact there is no issue, only to the issue of the account being paid in full and it not being on accounting books correctly to release the lien and title in the stipulated time frame, forgoing judicial review by the Sheriff's and or Tarrant County Court(s).

I had to contact the FBI in both Washington and Downtown Dallas because the aggressiveness of the third parties contracted to repossess the car was that belligerent, and it jeopardized our safety as a household, especially being that the ACCOUNT WAS PAID IN FULL, prior, Trier of Fact, as evidenced. This is not acceptable of anyone or any business doing business with any one, in good conscience, and good faith- I and my family absolutely felt threatened up until the car was repossessed and the FBI in Washington D.C., The Mr. Christopher Wray, FBI Director, and The Mr. Eric Jackson, Special Agent in Charge to the FBI in Downtown Dallas for the State of Texas. Procurement of facts is commanded this day to prove who was at fault, and who was dishonest in their fiduciary duties, contractual obligations, broken promises, and misled intent on true parties of interest at the inception of the contract. The reason the servicer and the financier has to be different under Securities rules, and the law is to prevent/mitigate a conflict of interest that could pose a platform for/to financial fraud and or embezzlement under the United States Code Title 18 section 31.

We had people kicking at our garage before the woman in June, actually knocked on our door and stated "They're still driving the car"- she banged rather- and my sister was a witness because she sat on the stairs and listened as this woman spoke on a cell phone to someone else. I

do not know who it was, but hereafter, it was harassment with nothing but two trucks around the property.

Request of Interrogation and Discovery under Federal Rules of Civil Procedure Title 26:

1. Name, address, telephone number and location of the servicer of the account?
2. Name, address, and telephone number and location of the financier of the account?
3. If any promissory notes were signed for and or given as an offset, Name, address, telephone number, and location of the whereabouts to these negotiable instruments?
4. Were the PAID FUNDS, ever relocated to anyone else's account not a party to the contract?
5. Can you please produce the call records, where Ashley in the month of June, stated Carmax was the servicer, and the financier on a recorded line, that would have discharged the debt in fact, still making the claim on account PAID IN FULL under the law, whereas the balance was still well over \$30,000?

Statement/Background of the Facts

On December 17, 2017 a contract was entered into with CARMAX SUPERSTORES INC., on 4700 River Ranch Boulevard, Fort Worth, TX 76132 for \$30,279.07.

In February a \$577 payment was paid to the store location.

In February a call was made, for the payoff amount, and was mailed to the address on file. All the payments/payoffs went to this location: P.O. BOX 440669 Kennesaw, Georgia, 30160, and the phone number reported is (800) 925-3612.

On February 28, 2017 posting on March 1, 2017 according to the credit reports, a payment online was made in the amount of \$30,778.67. Confirmation number: CARMAX022987691

On March 1, 2017, an overpayment check was mailed in the amount of \$385.28. Check number: 0001414217

On March 1, 2017 the Federal Reserve Bank in Atlanta was contacted Certified Mail: 7016060000069056042 and Mail Return Receipt: 9590 9402 2589 6336 8119 63 Received on March 7, 2017 in regards to the private.

Someone stole the funds.

On March 4, 2017, a payment was made in the amount of \$650.00 and posted on March 6, 2017. Confirmation Number: CARMAX023069481

Someone stole the funds, again.

On March 6, 2017, another payment was made for the near payoff amount in the sum of \$29,000 that posted on March 8, 2017. [The fourth \$29,000 payment, I did not authorize and do not have a confirmation number for it.] Confirmation Number: CARMAX023100546

Someone stole all these funds, evidenced by the 03/10/2017-04/09/2017 a balance owing of \$1,732.98 and no transaction history.

On 04/10/2017-05/09/2017 the Statement of Account reflected a balance of \$2,339.52.

On April 26th, 2017- I sent the HeadQuarters in Tuckahoe Creek of Carmax Inc., a Promissory Note payment that was insured by the United States Post Office, and Sealed, it was also Gold Medallion Guaranteed, and Notarized for the amount of \$32,765.77: it was delivered on May 8, 2017, it was mailed registered mail RE731686512US.

On May 9, 2017 The Promissory Note for RE731686512US was received and stamped as RECEIVED, the Certificate of Service.

On May 18th, 2017, from Kennesaw, GA, I received a letter that I mailed out on April 26th 2017 for IRS Records, such as a 1040V, for accounting verification of books of the contract amount, which is a payment voucher and signed statement of account for value, return, and settlement.

Signed by Sarah Edmondson, a paralegal saying that my payment was not in an acceptable form.

On May 16th, 2017, I received at the same time as the above a notice of intent to repossess, stating the unpaid amount was \$1,790.74

On June 2, 2017 The promissory note that was returned by Sarah Edmondson was redelivered to Henrico, VA RE391544317US.

On June 12, 2017, Carmax online, was emailed stating the account was paid in full and again alluding without confirmation that Wells Fargo was the bank, to Cease and Desist.

On June 20th, 2017, Wells Fargo Dealer Services contacted us by email after we sent an email to them on June 18th to ask questions about the account, and in July, they sent us a letter back stating they did not have the account in their records, unfortunately. They were serviced with the January 31, 2018 packet evidenced/noticed by Certified Mail: 70172680000092867676

On June 30, 2017 a charge off in the amount of \$31,588 was reported on the credit report reported on 07/13/2017 Equifax dispute confirmation: 7170027239 and Wells Fargo Dealer Services appeared on this file/direct dispute. Last payment was noted as March 1, 2017, and date of last delinquency March/2017. [falsio in uno/falsio in omnibus].

May 31, 2017 a huge mailing and certificate of dishonor was mailed to CARMAX INC., in Virginia, Tuckahoe Creek Parkway, to the CEO/CFO.

On 07/29/2017, a screenshot of my credit report stated a highest balance of \$0, balance being \$30,275, and a 100% paid off history and closed, the last payment being on March 1, 2017.

[Please see all credit report exhibits to analysis transaction history that was absolutely distorted elsewhere.] It stated I was 30/60/90 days late.

On August 11, 2017, I got confirmation of the reinvestigation to where I asked poignant questions regarding, Title 15 USC 1681 and the contract having to be on hand at the credit reporting agency, and congruent to the Creditor- how is there a zero balance but an amount owing yet a last payment made and a charge off? Amount past due on this document is \$25,363.00 and balance amount is: \$25,363.00. Though again last payment is stated as 03/2017 and delinquent the same.

During this time, there was a huge Equifax Breach- subpoena of those records, you have my permission.

On November 10th, 2017 at 5:45 am, the automobile in question was repossessed and called into the Grand Prairie Police Department at another address on Riverside Parkway.

On November 14, 2017, the Carmax Auto Finance Retention Department contacted us by mail in a Personal Property Notice, Exhibited giving the following number to contact: (800)398-6480 and (800)337-3612.

On November 14, 2017, I contacted the FBI in Washington D.C.-

On November 16th, 2017 another letter was mailed to us stating NOTICE OF PLAN TO SELL PROPERTY, sent certified mail: 9307120019102001341611, interesting the only phone number to contact was (800)337-3612 to the Remarketing Department.

In November, 2017 Mercedes Benz contacted me, and basically wrote to me as the owner of the now stolen car as the owner, stating that the steering column for certain models for the Mercedes Benz brand, as Evidenced by the National Traffic and Motor Vehicle Safety Act.

On January 31, 2018 an Explanation of Calculation of Deficiency was sent to me in the amount of \$14,596.78.

On February 19, 2018, I had my sister walk into the Arlington Store on East Chase Parkway to inquire of the balance on the account, and a representative asked her to speak with the business office whereby another representative at 3:35 pm, wrote down the amount of \$14,657.56.

On February 20, 2018, I walked into the River Ranch location and requested a print out of my account balance, that was evidenced as Last Payment: \$14,700 and last payment date was 03/08/2017 due date was: 02/28/2017, and the payoff amount is: \$14,660.76. [Based on this admission my account would have been in good standing for 2.1 years at \$577 per month up until 2020.]

On February 22, 2018 I printed by Credit Reports from CreditKarma, and to my surprise the highest Balance on Equifax was a \$0, and the Highest balance is still at \$10,663.00 with a 65% paid off of the original amount, closed. Last Payment noted as March 8, 2017 I suppose for \$14,700.00 stated in the screenshot from the River Ranch Store, on 02/20/2018.

On February 24, 2018, I and my family went to the Grand Prairie Police Department on Arkansas Lane to Officially report a theft, to the facts I spoke to Mr. Nunn at the front desk, and

he gave his opinion stating the Repossession process, of alerting the police departments around the State from a list reported to them and that Grand Prairie Police Department did not have any wrong doing in this action, but it would be a civil dispute between parties evidenced on the body cam recording. He did not endorse going back up to speak with Carmax Management at the store in Fort Worth, but we wanted to give them every opportunity to cure, as the injury ...well, we can't function as a family on one car alone, the children have to go to school, and emergencies are probably because my nephew has developmental delays, and mild autism.

On February 24, 2018 at about 6-7 pm I walked into the River Ranch Location again, and spoke to a Sales Manager by the name of Korey to whom I did not receive any help, he did not want to look at my account, but did however, give me four phone numbers to call, I waited patiently and only wanted my credit fixed, and stolen car and title released so we could move on in good faith and cure.

Grant of Relief/Injunctive Relief Sought under the Common Law/Court of Equity and Federal Rules of Civil Procedure Title 26:

1. Request of expert witness such as Certified Public Account to subpoena records with the courts and or Attorney for inspection of the accounts, such as the assets ledger, against the liabilities ledger, and if any charge offs, what forms were sent to the IRS, and if this was ethical in nature to the material facts of if the automobile was paid in full, and on what date did it did and/or did not post to the business record.
2. What type of entity is Carmax Auto Finance Inc., to the financial industry, and are they a banking entity or are they classified as a standard industrial classification in managing certain assets, but not A BANK classified by the Federal Reserve System?

3. Who is the bank truly attached to this account, and because of breach was it void upon signing because of non disclosure by the Servicer?
4. Injunctive Relief is sought to repudiate accusations against credit slander, and erroneous reporting on the account evidenced by the Store on River Ranch where the automobile was purchased, also from further negations whether verbal or physical, and a permanent restraining order be placed into effect whether by the assigns, agents, affiliates, attorney's and or anyone else associated that is a threat to I and my family's well being, protected by The Constitution and United States Code 42 Section 1981.
5. Monetary Relief in the amount of \$12,637,480.00 for copyright infringement of using the plaintiff's likeness without full disclosure of their unilateral contract that they and they only benefited, included with Schedule A of a fee schedule for violation of not reporting the correct amounts to the Credit Bureaus, Repossession of the Paid for Collateral, among other injuries listed in the fee schedule and computations NOTICED to the entity, on 05/31/2017 and 01/31/2018, new invoice given on 02/26/2018 with 21 days of time for consideration due by 03/23/2018 and payable as noted on the **invoice discounted by 70% to: \$3,791,244.00.**
6. They are asked to never threaten I or my family again, ordered by the Courts, on this day.
7. They are asked for the future benefit of the public's interest to disclose material facts of who the servicer is, and who the financier/bank is behind the loan agreement and hence the contract to avoid conflict of interest of parties, that can be construed as criminal behavior, conscientiously under Title 18 in bad faith.
8. I want my automobile replaced of equal or greater value immediately to that of what was stolen, known as Grand Larceny, because the property was unlawfully seized and moved

to another location- under a **writ of possession** with the title released with the automobile. Theft is unacceptable in the United States, and under the law must I be made whole again with either another C350 or C400. Please Note: I need to make sure that Congress [The Attorney General's Office, The Mr. Jeff Sessions], and the following offices below know that we settled our differences amicably and all parties are satisfied, and I am dropping my federal complaint with law enforcement agencies upon the return of my automobile with Title and or an automobile of equal or higher value with Title is turned over to the Tarrant County Sheriff's with Title and an invoice for injury is known to be due and owing, as of 03/23/2018.

9. The car needs to have a formal receipt if the car was paid and or discharged because to the effect of the latter a 30% tax must be paid to the IRS if necessary, and facts cannot be attained if withholding of facts persist.

Under Federal Rules of Evidence 103(b), I ask and request that if necessary the FBI, Federal Reserve Bank in Atlanta, act in their public agency as witnesses to this theft on behalf of the United States of America/America, in fiduciary capacity to protect all rights reserved, and the Constitution on any facton requested to attest to the facts stated herein. If expert or first hand knowledge is known in our complaint on financial institution fraud, against CARMAX AUTO FINANCE INC., and any of their subsidiaries in question.

All accounts [property] wherever located, had been claimed by me, India Samone Kahclamat for my benefit and estate under the law as of lastly, 02/03/2017 registered under the Universal Copyright Conventions, as the Holder in Due Course. Note my Common Law Copyright is on file with the Tarrant County Courthouse of Deeds further protecting names, likeness, and certain identifiers from unlawful usage, gain, or against theft under Title 18 sect 654, Anyone who uses

a public number in connection with a PRIVATE [my property] without my consent is guilty of conversion of PRIVATE property to a PUBLIC use without the consent of the owner is unlawful.

For our safety, we have been in contact with, and or adding for judicial review as attesting of facts: We were trying to settle in the private for parties respect of privacy however, to no avail, unfortunately.

Cc:

FBI in Washington D.C.
FBI Headquarters in Washington, D.C.
Federal Bureau of Investigation
J. Edgar Hoover Building
935 Pennsylvania Avenue, NW
Washington, D.C. 20535-0001
(202) 324-3000

FBI in Downtown Dallas
1 Justice Parkway
Dallas, Texas 75220

Prosecutor's Office, D.C.
Jeff Sessions, Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-000

* County Sheriff's Office
Street 7th Floor
#196

STATE OF _____

COUNTY OF _____

Before me, the und
personally appear
sworn, deposed a

_____, on this day
_____, who, after being by me duly

My name is _____
of age or old

_____. I am of sound mind, 18 years

and comp^t



ENTER THE PAYMENT AMOUNT.



2-20-2018
2019

Account Information

Account Number: 24480812

Customer Search

Search

Customer Name: KAHCLAMAT, INDIA S.

Address: 900 MEADOWPARK DRAPT A, WHITE SETTLEMENT, TX 76088

Phone Number: (817)420-0052

Vehicle: 2013 MERCEDES-B C350

Payment Amount: \$0.00

Regular Payment: No

Due Date: 2/28/2017

Last Payment Amount: \$14700.00

Last Payment Date: 3/8/2017

Payoff: \$14660.76

Payment Information

Payment Amount: \$0.00

Back

Next



Customer Name: INDIA KAHCLAMAT

CAF Account: 24480812

Amount: \$ 385.28

Payment Date: 3/1/2017

CarMax Auto Finance appreciates your business. If you have any questions, please call 800-925-3612 or visit www.carmaxautofinance.com



THE AUTO SUPERSTORES

SECURITY FEATURES INCLUDED. DETAILS ON BACK
CarMax Auto Finance (FNCK)
225 Chastain Meadows Court
Kennesaw, GA 30144
(800) 925-3612

WELLS FARGO BANK
CHAPEL HILL, NC

66-156/
531

CHECK NUMBER
0001414217

VENDOR NUMBER: 0011732381

PAY THREE HUNDRED EIGHTY-FIVE AND 28 / 100 DOLLARS

PAY EXACTLY

*****\$385.28

DATE 3/2/2017

VOID IF OVER 90 DAYS

TO THE INDIA KAHCLAMAT
ORDER 900 MEADOWPARK DR
OF A
WHITE SETTLEMENT, TX 76108

VOID IF OVER \$ 1,000,000.00

0001414217 0531015610 2079920005318*



India K <indiak817@gmail.com>

Your Scheduled Payment

1 message

CarMax Auto Finance <noreply@epymtservice.com>
To: INDIAK817@gmail.com

Tue, Feb 28, 2017 at 7:37 PM

*** PLEASE DO NOT RESPOND TO THIS EMAIL ***

This email confirms your payment authorization submitted on Feb-28-2017.

CarMax Auto Finance Account Number: 24480812

Confirmation Number: CARMAX022987691

Payment Amount: \$30,778.67

Scheduled Payment Date: Feb-28-2017

Account Nickname: FDR

Routing Transit Number: 061000146

Account Number: *3371

Account Type: Checking

Account Category: Business

Please note that your payment will be credited on the scheduled date, but may take up to (2) business days to be reflected in your account records (including on Online Account Services).

If you have questions regarding your account, please visit www.carmaxautofinance.com or contact customer service at (800)925-3612.

Thank you for using CarMax Auto Finance's Online Account Services.

Hours of Operation: Monday through Friday 8am to 10pm, Saturday 9am to 6pm ET

Address: P.O. Box 440609 Kennesaw, GA 30160



Brooke Talisa_Lynn <brooketalisalynn@gmail.com>

Fwd: Your Scheduled Payment

India K <indiak817@gmail.com>
To: Brooke Talisa_Lynn <brooketalisalynn@gmail.com>

Sun, Nov 12, 2017 at 11:20 AM

----- Forwarded message -----

From: "CarMax Auto Finance" <noreply@epymtservice.com>
Date: Mar 6, 2017 8:20 PM
Subject: Your Scheduled Payment
To: <indiak817@gmail.com>
Cc:

*** PLEASE DO NOT RESPOND TO THIS EMAIL ***

This email confirms your payment authorization submitted on Mar-06-2017.

CarMax Auto Finance Account Number: 24480812

Confirmation Number: CARMAX023100546
Payment Amount: \$29,000.00
Scheduled Payment Date: Mar-06-2017

Account Nickname: FRB
Routing Transit Number: 061000146
Account Number: *3371
Account Type: Checking
Account Category: Consumer

Please note that your payment will be credited on the scheduled date, but may take up to (2) business days to be reflected in your account records (including on Online Account Services).

If you have questions regarding your account, please visit www.carmaxautofinance.com or contact customer service at (800)925-3612.

Thank you for using CarMax Auto Finance's Online Account Services.

Hours of Operation: Monday through Friday 8am to 10pm, Saturday 9am to 6pm ET
Address: P.O. Box 440609 Kennesaw, GA 30160

COVER LETTER

June 16, 2017

Facsimile Services
VIA ELECTRONIC DELIVERY

India Samone Kahclamat
FOR FOR INDIA SAMONE KAHCLAMAT
Post Office Box 1863
Fort Worth, Texas {76101} R.F.D.

promising
Note
NOT RETURNED
AS OF 6/16/2017

CARMAX INC., HEADQUARTERS (KMX)
William Nash, Thomas Reedy, Enrique Mayor-Mora, Samantha K. Edmondson
Fax: 804-747-5848

RE: ACCOUNT INDIA SAMONE KAHCLAMAT Account Number: 24480812

Good afternoon,

This information is being transmitted for your records and for the account #: 24480812, with INDIA SAMONE KAHCLAMAT for account closure. The Internal Revenue Service has received the following documents, thus the copies you now have are for your records towards closure of this account and case. We're asking for grant of relief in this private administration process- and thus non-response from your bank which is an enforcer is duly noted. Not only do I challenge your merits of jurisdiction for claim, but you have not provided valid proof of claim in form which is admissible under equality of the law.

Your illegal activities have warranted a cease and desist order, though you continue to defame me, most erroneously by reporting you have not received payment when that is an outright omission of the facts- as you have been paid time and again- Please read under application of credits, and transpose the credits back to the source so the account is zeroed, \$0. THE AUTOMOBILE WAS PAID AT THE ORIGINATION OF THE CONTRACT BY A PRIVATE U.S. TRUST WHICH YOU USED FOR THE CREDIT IN FULL.

I AM NOT IN DEFAULT; therefore, I am sending you an invoice which is a bill and not a statement of money on account. I sincerely await your response from a coherent legal and lawful construct. Please respond to me within 72 hours from the time of receipt to refute if you feel anything not correct- so that we NUNC PRO TUNC, operate under full disclosure. Disclose to me your call deposit account information to evidence your own gains.

The amount financed in total which was \$32,745.00 was financed through the Treasury Tax and Loan from the FRS associated id# INDIA SAMONE KAHCLAMAT & and thus my signature gave you the credit which nullified the contract upon signing because under non-disclosure you failed to state where the credits originally derived thus you paid- Banks do not make loans because you are insolvent thus the contract is void and you are required to zero the account. Where did you get the credits to loan toward this purchase, show me where you incurred a loss on the 4506-t and any 1099's. I REFUSE TO BE FRACTIONALIZED and not given a benefit from the appreciation in the accounting ledger- Please correct the record.

Thank you,

*India Samone Kahclamat
UCC 1-308, 1-207
all rights reserved, without prejudice, without recourse*
India Samone Kahclamat, EXECUTRIX, living woman

You must discharge the debt dollar for dollar under Universal Copyright Conventions known as the Uniform Commercial Code. Please be advised of the enclosed invoice.

Under the contract it is void because you did not list where you received the credit to extend the financing to me which you transposed as my liability under accounts receivable.

NOTICE TO AGENT IS NOTICE TO PRINCIPAL; NOTICE TO PRINCIPAL IS NOTICE TO AGENT

June 16, 2017

NOTICE OF DEMAND AND GRANT OF RELIEF

Attention- If for any reason you do not understand any of these statements or warnings it is incumbent upon you to summon a superior officer, special prosecutor, legal counsel to immediately explain to you the significance of this presentment as per your duties and obligation in respect to this public/private securities instrument.

If any instrument or notices are not corrected within 3 days citing deficiency, dishonor, etcetera as Enforcer-{If you are not a bank as presumed, then please turn these documents over to your banking conduit immediately.} Then it shall be deemed accepted and/or approved, failure to respond within 3(Three) days approximately 72 hours upon receipt, [Federal regulation Z of The Truth and Lending Act] officially date stamped after this notice of tender for setoff cause the creditor, principal, undersigned to have executed a certificate of non-response. Said certificate of non-response shall serve as evidence of the respondent's acceptance under tacit procuration/and or acquiescence- As Per Our Term Of Agreement under full disclosure, under statutes of fraud I revoke my signature this day for RICO violations and more, and misappropriation of credits grossly/ and erroneously inaccurate to the facts herein and or hereafter. As a registered private banker on behalf of the DEBTOR is this bank note tendered to you.

Please note the Universal Copyright Conventions, Uniform Commercial Code which govern commercial/merchant laws is in effect now standing, and I am in want of grant of relief- as nothing of value and or substance was exchanged in return for the weight of the burden you unjustly encumbrance my living woman with- I dispel your defamatory accusations and return it back to you, for your own use- furthermore I demand equality under the law as it is paramount and mandatory; you cannot deprive me of tendering payment to coerce me into committing fraud for the record, please be advised.

If executed without the United States: I declare under penalty of perjury under the laws of the united States of America that the foregoing is true and correct. [28 U.S. Code § 1746]

Date: June 16, 2017 [Executed] By: India Samane Kachlamat

Questions, please feel free to call, although any and all responses, notices, or correspondence regarding this NONNEGOTIABLE INSTRUMENT/BANK NOTE for lawful and legal tender shall be directed to the creditor/principal by U.S.P.S. certified or registered mail at the following post, in affidavit form, sworn declaration from declarant, and or deposition.

:India Samane : Kachlamat
Phone Number- (682)558-7711

Encls, Invoice: 15226

Common Law Copyright Notice

CLCN092019848

Already given notice;
Correction to the
calculation is;

Common Law Copyright Notice: All rights reserved. INDIA SAMONE ARMBRISTER© as well as any and all derivatives and variations in Copyright 1984 by 'India Samone Armbrister. Said trade-name/trademark, INDIA SAMONE ARMBRISTER©, nor reproduced, neither in whole nor in part, nor in any written consent and acknowledgment of 'India Samone Armbrister' by the Blue-ink signature of 'India Samone Armbrister' binds the intent of being contractually bound, any Juristic Person consents and agrees by this Copyright Notice that neither Juristic Person, shall display, nor otherwise use in any manner, law copyright described herein, nor any derivative of, without prior, express, written consent and acknowledgment. Party's signature in Blue-ink. Secure Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of 'INDIA SAMONE ARMBRISTER© and/or INDIA SAMONE KAHCLAMAT' ©, and all such unauthorized use is strictly prohibited. 'India Samone Armbrister, under necessity, is accommodation party, and a surety for the purported debtor, i.e. "INDIA SAMONE ARMBRISTER© and/or INDIA SAMONE KAHCLAMAT"© nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. "INDIA SAMONE ARMBRISTER© and/or INDIA SAMONE KAHCLAMAT"© in POAG & Hold-harmless and Indemnity Agreement No. HHA-09201984ISA dated the 18 Day of January and Year 2017; against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever. Self-executing Contract / Security Agreement in Event of Unauthorized Use: By this Copyright Notice, both the Juristic Person and the agent of said Juristic Person, hereinafter jointly and severally "User," consent and agree that any use of 'INDIA SAMONE ARMBRISTER© and/or INDIA SAMONE KAHCLAMAT' ©, other than authorized use as set forth above; constitutes unauthorized use of Secure Party's copyrighted property and contractually binds User. This Notice by Declaration becomes a Security Agreement wherein User is a debtor and 'India Samone Armbrister' is Secure Party, and signifies that User: (1) grants Secure Party a security interest in all of User's property and interest in property in the sum certain amount of \$500,000.00 per each trade-name/trademark used, per each occurrence of use (violation/infringement), plus triple damages, plus costs for each such use, as well as for each and every use of any and all derivatives of, and variations in the spelling of, 'INDIA SAMONE ARMBRISTER and/or INDIA SAMONE KAHCLAMAT' ©; (2) authenticates this Security Agreement wherein User is debtor and 'India Samone Armbrister aka India Samone Kahclamat' is Secure Party, and wherein User pledges all of User's property, i.e. all consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing Users contractual obligation in favor of Secure Party for User's unauthorized use of Secure Party's copyrighted property; (3) consents and agrees with Secure Party's filing of a UCC Financing Statement wherein User is debtor and 'India Samone Armbrister aka

India Samone Kahclamat is Secure Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secure Party's filing of any continuation statement necessary for maintaining Secure Party's perfected security interest in all of User's property and interest in property pledged as collateral in Security Agreement described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secure Party's filing of any UCC Financing Statement, as described above in paragraph "(3)," as well as in paragraph "(4)," and the filing of any Security Agreement, as described above in paragraph "(2)," in the UCC filing office; (6) consents and agrees that any and all such filings described in paragraph "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secure Party as Authorization Representative for User, effective upon User's default re User's contractual obligations in favor of Secure Party as set forth below under "Payment Terms" and "Default Terms," with full authorization and power granted Secure Party for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secure Party, in Secure Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secure Party as Authorization Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use.

Default Terms:

In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and (a) all of User's property and interest in property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes, i.e. is, property of Secure Party; (b) Secure Party is appointed User's Authorization Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secure Party may take possession of, as well as otherwise dispose of in any manner that Secure Party, in Secure Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property formerly pledged as collateral by User, now property of Secure Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use," that Secure Party, again in Secure Party's sole discretion, deems appropriate.

Terms for Curing Default: Upon event of default, as set forth above under "Default Terms," irrespective of any and all of Users former property and interest in property in the possession of, as well as disposed of by, Secure Party, as authorized above under "Default Terms," User may cure User's default re only the remainder of User's former property and interest in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secure Party within twenty (20) days of date of User's default only by payment in full.

Unauthorized use: payment terms: in accordance with fees for unauthorized use of INDIA SAMONE ARMBRISTER and/or INDIA SAMONE KAHCLAMAT as set forth above the user hereby consent and agrees that users shall pay secure party all un-authorized use fees in full within 10 days of date of secure party's invoice, hereinafter "invoice", itemizing said fees, as sent and received by tort feasor.

Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secure Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by User, now property of Secure Party, which is not in the possession of, nor otherwise disposed of by, Secure Party upon expiration of said twenty (20) day strict-foreclosure period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office.

Record Owner: NonAdverse, Secure Party/Creditor; 'India Samone Armbrister, Autograph Common Law Copyright 1984.

Copyrighted Date

January, 27, 2017, 2017

Without Prejudice/Without Recourse

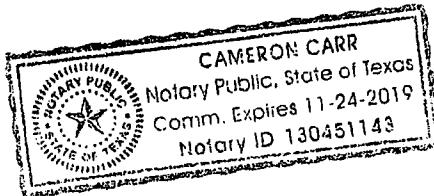
India Samone Armbrister
India Samone Armbrister - Secure Party, Authorization Representative,
NonAdverse NonBelligerent, NonCombatant party Attorney General on behalf
INDIA SAMONE ARMBRISTER© AKA INDIA SAMONE KAHCLAMAT©,
Ens legis

SUBSCRIBED TO AND SWEARN before me this 27 day of January, A.D. 2017, a
Notary, that India Samone Armbrister personally appeared and known to me to be the man whose
name subscribed to the within instrument and acknowledged to be the same.

Subscribed and Sworn to before
me this 27 day of Jan 2017
Cameron Carr
Notary Public, State of Texas
Commission Expires 11-24-2019

STATE OF TEXAS
NOTARY PUBLIC
EXPIRES NOVEMBER 24, 2019

Subscribed and sworn to before
me this 27 day of Jan 2017
Notary Public, State of Texas
Commission Expires 11-24-2019



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

[REDACTED]

Submitter: [REDACTED]

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 1/30/2017 3:17 PM

Instrument #: D217022035

OPR 4 PGS \$24.00

By: _____

Mary Louise Garcia

D217022035

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

India Samone Kahclamat, Executrix
 FOR INDIA SAMONE KAHLAMAT
 Post Office Box 1863
 Fort Worth, Texas Republic [76101] RFD

Invoice Number 15226
 Invoice Date 6/16/2017

INVOICE

Service(s) For:

COPYRIGHT INFRINGEMENT

plus, per diem charges for unauthorized use
Illegal securitization of account and nonpaid
dividends to the account for credit

CARMAX INC. HEADQUARTERS (KMX)

William Nash, Thomas Reedy, Enrique Mayor-Mora
12800 TUCKHOB CREEK PARKWAY
RICHMOND, VIRGINIA 23238

DATE	DESCRIPTION OF WRITING	HOURS/DAYS	RATE	TOTAL
6/16/2017	COPYRIGHT INFRINGEMENT INVOICE	3.00	\$ 500,000.00	\$ 1,500,000.00
	TRIPLE DAMAGES	3.00	\$ 1,500,000.00	\$ 4,500,000.00
	LEGAL FEES TO BE DETERMINED	3.00		
12/17/2016	per diem usage of \$5000	180.00	\$ 5,000.00	\$ 900,000.00

Triple damages as noticed on CN 8408ISA
 NO CONTRACT, REPORTING HEREAFTER CREDITED ON
 CREDIT FILE AS EVIDENCE OF SLANDER/THUS INJURY
 PLEASE BE ADVISED
 NO CONSENT OF SURETY FOR FRACTIONALIZATION
 POS DATE: JULY 2, 2017

Subtotal	\$ 6,900,000.00
Tax Rate	8.250%
Total Tax	\$ 569,250.00
Other	\$ -
Grand Total	\$ 7,469,250.00

Please contact India Samone Kahclamat at Post Office Box 1863, Fort Worth, Texas Republic [76101]
 with any questions regarding this invoice

Thank you for your business!

**Currency:** *Troy ounces of 99.9% pure silver.

Silver has been selected because the former corporations that issued currencies have been foreclosed.

Collection fees: Collection fees for any unpaid invoices are additional.**Charges**

Item	Description	*Rate (in ounces of Silver)
1	Any claim absent a lawfully binding contract between the parties	2,000 oz.
2	Enforcing or attempting to enforce any prior issued instrument from a foreclosed entity	2,000 oz.
3	Enforcing or attempting to enforce a judgment from a "Court"	5,000 oz.
4	Engaging any 3rd Party service absent a lawfully binding contract between the parties	10,000 oz.
5	Breach of privacy including but not limited to each or any form, notice or letter addressed to anyone other than the Proponent at the reply address noted on each presentment	500* oz.
6	Unlawful physical or non-physical threat including but not limited to a threat of prosecution, restraint, bodily harm or legal action	4,000* oz.
7	Unlawful physical harm including but not limited to restraining Proponent or inflicting bodily harm.	10,000* oz.
8	Unlawful repairable Damage to the Proponent's private property or goods instigated by or caused by the Respondent	5,000* oz.
9	Unlawful destruction of Proponent's private property or goods including but not limited to irreparable damage	10,000* oz.
10	Unlawful claim of ownership of Proponent's private property or goods including but not limited to sale or auction	5,000* oz.
11	Action against another, not party to these terms and conditions, absent a lawfully binding contract between the parties, causing harm to Proponent, including but not limited to damage of Proponent's measurable energy	1,000* oz.
12	Each telephone call made by Respondent in the pursuit of any claim absent a lawfully binding contract between the parties	1,000* oz.
13	Seizing Proponent's private property or goods as surety for payment of any claim absent a lawfully binding contract between the parties	1,000* oz. per calendar day
14	Each day claim is made against Proponent's private property or goods, including but not limited to registering a lien, absent a lawfully binding contract.	500* oz. per calendar day
15	Unlawful arrest or detainment per calendar day or part thereof.	1,000 oz. per calendar day
16	[REDACTED]	[REDACTED]

Note: Without a lawfully binding contract in place, any fee, charge or invoice levied on an incremental basis including but not limited to containing any interest component, will be treated as though a separate incidence. Units of increment will determine number of incidences invoiced.

Changes to Terms and Conditions

Terms and conditions may change at any time. Respondent will be offered new terms that will supersede and cancel any previously issued terms and conditions.

This is the only part, we wanted attached also, as part of the whole of this case - (this page is a fee schedule.)

Account Details		1	Cards	0
Home	Recommendations		Cards	Loans
Account status				Closed
Type				Auto
Responsibility				Individual
Remarks				Charged off account Fixed rate
Times 30/60/90 days late				1/0/2

See an error?

You could dispute an error with Equifax.

[GO TO EQUIFAX](#)

Creditor Information

CAPITAL ONE AUTO FIN

CARMAX AUTO FINANCE

\$10,663
Closed

Overview

You've paid off **100%** of the original amount.

Balance
\$10,663

Highest Balance
\$0

Equifax Factor Details

Credit card use	Payment history	Derogatory marks	Credit age	Total accounts	Hard inquiries
0 Late Payments	100% on-time payments	0 Derogatory marks	10 years	1 Total account	0 Hard inquiries

Overview

HIGH IMPACT



100%

0 Late Payments

You have a stellar payment history!

A 100% on-time payment history is a good sign for lenders that you can reliably make payments.

KARMA PRO TIP

Keep it up! Even one late payment could hurt your credit health, so stay mindful of your due dates.

97% 97% 98% 99% 100%

dispute July 13.pdf

Show all

CARMAX AUTO FINANCE

\$30,275

Closed

Overview

You've paid off 100% of the original amount.

Balance	Highest Balance	Monthly payment	Opened	Term
\$30,275	\$0	\$577	Dec 1, 2016 (7 mos)	72 months

Payment History

You've made 57% of payments for this account on time.

Month	2017	2016
J	✓	
F	✓	
M	✓	
A	X	
J	X	
A	X	
S	X	
O		

Last payment: Mar 1, 2017

Current Payment Status: Charge-off

Account Details

Account status	Remarks
Closed	Consumer disputes - reinvestigation in progress
Type	Auto
Responsibility	Individual
Times 30/60/90 days late	1/1

2/22/2018



Home



Recommendations



Cards



Loans

TransUnion

Equifax

5 accounts on your report show past due and could use your attention.

7/12

Open
accounts in
good
standing

TOTAL OPEN BALANCES

\$30,200

↑ \$1,463

CREDIT CARDS

\$230 ↑

REAL ESTATE

\$0

AUTO LOANS

\$0

STUDENT LOANS

\$29,310 ↑

OTHER LOANS

\$0

COLLECTIONS

\$660 ↑

Accounts Reported by Equifax

See something wrong? Tap on the account to see how to dispute an error.

CREDIT CARDS

DISCOVER BANK

Last reported: Feb 4, 2018

\$230

Good

+

 Account Details	 1 Recommendations	 Cards	 Loans
Home	Recommendations	Cards	Loans
Account status			Closed
Type			Automobile
Responsibility			Individual
Remarks		Charged off as bad debt Profit and loss write-off	
Times 30/60/90 days late			0/0/0
Closed			Jun 30, 2017

See an error?**DIRECT DISPUTE™**

If there's an error on your report, you can submit a dispute without leaving Credit Karma.

DISPUTE AN ERROR**Creditor Information**

CAPITAL ONE AUTO FINANCE
CREDIT BUREAU DISPUTE PO BOX 259407
PLANO, TX 75025

(800) 946-0332

CARMAX AUTO FINANCE	\$10,663
Closed: Jun 30, 2017	Closed

Overview

You've paid off **65%** of the original amount

 Home Balance \$10,663	 Recommendations 1	 Cards	 Loans Highest Balance \$30,279
--	--	---	--

Monthly payment	\$577
Opened	Dec 17, 2016 (1 yr, 2 mos)
Term	72 months

Payment History

Last payment	Mar 8, 2017
Current Payment Status	In Collections/Charge-off
Worst Payment Status	No Info

Account Details

Account status	Closed
Type	Automobile
Responsibility	Individual
Remarks	Charged off as bad debt Dispute resolved; customer disagrees
Times 30/60/90 days late	0/0/0
Closed	Jun 30, 2017

[See an error?](#)

Monthly payment	1	Cards	\$577
Home	Recommendations	Cards	Loans
Opened	Dec 17, 2016 (1 yr, 2 mos)		
Term	72 months		

Payment History

You've made **38%** of payments for this account on time.

	J	F	M	A	M	J	J	A	S	O	N	D
2017	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	✗	✗
2016												

Last payment Mar 1, 2017

Current Payment Status Charge-off

Worst Payment Status No Info

Account Details

Account status	Closed
Type	Auto
Responsibility	Individual
Remarks	Consumer disputes after resolution Charged off account Fixed rate
Times 30/60/90 days late	1/1/0

See an error?

Financials, News and Filings

Latest Statement	Last Audit	News	SEC Filings	Bankruptcy Filings	Suit & Judgment Filings	Tax Lien Filings
2/28/2017	2/28/2017	Yes	Yes	-	Yes	Yes

Industries

SIC Code	Description
5521	Motor vehicle dealers (used only)
5511	Motor vehicle dealers (new and used)
5961	Catalog and mail-order houses
<u>6159</u>	Miscellaneous business credit institutions
7538	General automotive repair shops
6719	Offices of holding companies, not elsewhere classified

Officers and Directors

Title	Name	Age	Title Date	Start Date
Non-Executive Chairman of the Board	Thomas J.Folliard	52	8/31/2016	1/1/2000
President, Chief Executive Officer, Director	William D.Nash	48	9/1/2016	3/1/2012
Chief Financial Officer, Executive Vice President	Thomas W.Reedy	53	3/1/2012	10/18/2010

11 additional Officers and Directors records available in full report.

Subsidiaries

Business Name	Address	City	State/Province	Country
Carmax Auto Owner Trust 2005-3	4900 Cox Rd	Glen Allen	VA	United States
Carmax Auto Owner Trust 2001-2	4900 Cox Road	Glen Allen	VA	United States
CarMax Auto Owner Trust 2002-1	4900 Cox Road	Glen Allen	VA	United States

15 additional Subsidiary records available in full report.

ABS-EE 1 abs-ee2017x1largepool011317.htm ABS-EE

From
website

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

**FORM FOR SUBMISSION OF ELECTRONIC EXHIBITS FOR ASSET-BACKED
SECURITIES**

Commission File Number of the issuing entity: 333-207329-05

Central Index Key Number of the issuing entity: 0001693819

CarMax Auto Owner Trust 2017-1

(Exact name of issuing entity as specified in its charter)

Commission File Number of the depositor: 333-207329

Central Index Key Number of the depositor: 0001259380

CarMax Auto Funding LLC

(Exact name of depositor as specified in its charter)

Central Index Key Number of sponsor (if applicable): 0001601902

CarMax Business Services, LLC

(Exact name of sponsor as specified in its charter)

Enrique Mayor-Mora, Vice President and Treasurer, (804) 935-4512

(Name and telephone number, including area code, of the person to contact in connection with this filing)

INFORMATION TO BE INCLUDED WITH THIS FORM

Item 1. File an Asset Data File in accordance with Exhibit 601(b)(102) (17 CFR 229.601(b)(102)).

Item 2. File an Asset Related Document in accordance with Exhibit 601(b)(103) (17 CFR 229.601(b)(103)).

Exhibit A

Evidence

SIGNATURES

The depositor has duly caused this Form to be signed on its behalf by the undersigned hereunto duly authorized.

CARMAX AUTO FUNDING LLC
(Depositor)

Date: January 13, 2017

By: /s/ Enrique Mayor-Mora
Enrique Mayor-Mora
Vice President and Treasurer

INVOICE #12060

India Samone Kahclamat

POST OFFICE BOX 1863
FORT WORTH, TEXAS 76101
PHONE 682-432-2525
INVOICE DATE 2/23/2018

DUE DATE 3/23/2018

BILL TO

CARMAX AUTO FINANCE/ CARMAX INC. (KMX)
12800 TUCKAHOE CREEK PARKWAY
RICHMOND, VIRGINIA 23238
and/or 2040 Thalboro St., Richmond, VA 23230

FOR

SEE SCHEDULE A,
COPYRIGHT INFRINGEMENT,
Contract Breach [FD] 24480812
for
VIN WDDGF5HB8DA882217

Details	AMOUNT
SEIZING PRIVATE PROPERTY ABSENT LAWFULLY BINDING CONTRACT	\$1,679,630.00
ENGAGING 3rd PARTY SERVICE ABSENT LAWFULLY BINDING CONTRACT	\$8,315.00
UNLAWFUL REPAIRABLE DAMAGE TO PROONENT'S PRIVATE PROPERTY OR GOODS INSTIGATED OR CAUSED BY RESPONDENT	\$83,150.00
CLAIM ABSENT A LAWFULLY BINDING CONTRACT	\$33,260.00
UNLAWFUL DESTRUCTION OF PROPONENT'S PRIVATE PROPERTY INCLUDING BUT NOT LIMITED TO IRREPAIRABLE DAMAGE	\$166,300.00
UNLAWFUL CLAIM OF OWNERSHIP OF PROONENT'S PRIVATE PROPERTY INCLUDING BUT NOT LIMITED TO SALE OR AUCTION	\$83,150.00
ACTION AGAINST ANOTHER, NOT PARTY TO THESE TERMS AND CONDITIONS, ABSENT A LAWFULLY BINDING CONTRACT, CAUSING HARM TO PROONENT	\$16,630.00
EACH DAY CLAIM IS MADE AGAINST PROONENT'S PRIVATE PROPERTY, INCLUDING, BUT NOT LIMITED TO REGISTERING A LIEN, ABSENT A LAWFULLY BINDING CONTRACT	\$2,852,045.00
3 INSTANCES OF COPYRIGHT INFRINGEMENT (1 FOR EACH CREDIT REPORTING AGENCY)	\$1,500,000.00
TRIPLE DAMAGES PERSUANT TO COMMON LAW COPYRIGHT FILED IN TARRANT COUNTY, TEXAS	\$4,500,000.00
PER DIEM USAGE OF \$5000 FOR EACH DAY PRIVATE INFORMATION IS USED FRAUDULENTLY	\$1,715,000.00
SUBTOTAL DUE IF NOT PAID IN FULL BY DUE DATE	\$12,637,480.00
TAX RATE	0.00%
COURTESY DISCOUNT OF 70% IF PAID IN FULL BY DUE DATE	-\$8,846,236.00
TOTAL	\$3,791,244.00

Make all checks payable to India Samone Kahclamat.

If you have any questions concerning this invoice, use the following contact information:
Contact: India Kahclamat, Post Office Box 1863, Fort Worth, Texas, 76101

THANK YOU FOR YOUR BUSINESS!

I CERTIFY that India Samone Kahclamat, whose identity(ies) is/are
(Names(s) of Disinterested Person[s] Who Appeared)

Known or proven to me, personally appeared before me this 23 day of February 2018
(Month/Year)

at Westworth Village, TX
City, State

and signed this form.

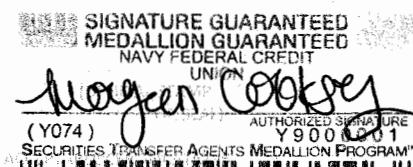
Moyer Crook MSR
(Signature and Title of Certifying Officer)

Navy Federal Credit Union
(Name of Financial Institution)

4400 Westworth Blvd
(Address)

Westworth Village, TX 76114
(City, State, Zip Code)

8888811111111111





From: officeofthepresidentdealer@wellsfargo.com

Authenticated by wellsfargo.com

Valid Signature (Help)

[Print](#)

To: India1492@gmail.com

Sent: Tue Jun 20, 2017 3:29 PM (16 minutes ago)

Subject: Acknowledgement for your concerns with Wells Fargo Dealer Services

Hello India,

Thank you for your communication to Wells Fargo Dealer Services. We would like to address your concerns. Since regular electronic correspondence is not a secure method of contacting us and we wish to protect the integrity of your account information, Wells Fargo Dealer Services prefers to discuss personal and specific questions by telephone rather than by email.

We sincerely want the opportunity to address your concerns. Please call us at 1-877-250-2265, Monday – Friday, 5:00 a.m. to 5:00 p.m. Pacific Time.

Thank you,

Wells Fargo Dealer Services
Office of the President
1-877-250-2265

[Reply](#)

[Reply to All](#)

[Forward](#)

[Email Encryption Provided by Wells Fargo. Learn More](#)

Email Security Powered by Voltage IBE(tm)

Copyright 2013 Wells Fargo. All rights reserved

Exhibit E

RECEIVED

MAY 09 2017

24480 812

BY:Serving Documents

Certificate of Service Information

for Pro Se Party

Note - USPS Bonded



If the other party in your case has answered or appeared, and you need to file additional documents in your court case, you will need to deliver a copy of the document to the other party. This is called *serving the document*.

You can serve the document on the other party if he or she does not have a lawyer. If the other party has a lawyer, you should serve the party's lawyer.

Documents are often served on the other party by certified mail, return receipt requested, sent to the other party at his or her last known address (or to his or her attorney's address). When you receive the green card, with the other party's or the attorney's signature, you and the Court will know that he or she received a copy of the document. The Rules of Civil Procedure also allow you to hand deliver or fax the document. You are also allowed to use a delivery service. *Texas Rules of Civil Procedure, 21 (a)*.

Any *document you serve* on the other party *must include a paragraph* describing how you served the document. This is called a *Certificate of Service*.

A sample Certificate of Service looks like this:

Certificate of Service

I certify that a complete copy of the above was served on

LARMAX HEADQUARTERS CEO/CFO TOM FOLLIARD,
[PRINT the first and last name of the person you served.]

by : [Choose one]

certified mail, return receipt requested, certificate # 4590 9402 2510 6306 0267 79

(*Registered Mail*)

[PRINT certificate number from green card.]

at the following address: 12800 TUCKAHOE CREEK PKWY RICHMOND VA 23238

fax, to the following number: _____,

delivery service,

personal delivery,

on APRIL 26 2017

[PRINT month, day and year.]

Karen M. Made A/R

[SIGN your first and last names.] Petitioner, Pro se

Second witness David Sosa





Mercedes-Benz

IMPORTANT SAFETY RECALL

This INTERIM notice applies to your vehicle, WDDGF5HB8DA882217 Mercedes-Benz USA, LLC
 Steering Column Module Ground
 NHTSA Recall #17V627

November, 2017

Christian Treiber
 Vice President
 Customer Services

WDDGF5HB8DA882217
 India S Kahclamat
 PO Box 1863
 Fort Worth, TX 76101-1863



Dear Mercedes-Benz Owner,

This notice is sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act.

Daimler AG (DAG), the manufacturer of Mercedes-Benz vehicles, has decided that a defect which relates to motor vehicle safety exists in certain Model Year 2012-2018 B-Class electric, C-Class, E-Class, CLA, GLA, GLC, and GLK-Class vehicles. Our records indicate that your vehicle is included in the affected population of vehicles.

What is the Concern?

Certain Model Year ("MY") 2014-2017 B-Class electric, MY 2012-2018 C-Class, MY 2012-2017 E-Class, MY 2014-2018 CLA, MY 2015-2018 GLA, MY 2016-2018 GLC, and MY 2013-2018 GLK-Class vehicles, may have insufficient electrical grounding. If the insufficiently grounded components are exposed to an electrostatic discharge, and the steering column module clock spring is broken (due to wear), this could lead to an inadvertent deployment of the driver airbag. Such an airbag deployment may cause a risk of injury to the driver and may increase the risk of a crash.

Unless the SRS light illuminates and a warning message appears in the instrument cluster, there is no issue. Should the SRS light illuminate, bring the vehicle to your preferred authorized Mercedes-Benz dealership to be diagnosed and determine if the illuminated SRS light is related to this recall.

To remedy this recall issue, an authorized Mercedes-Benz dealer will add sufficient grounding to the steering components on your vehicle. Unfortunately, the parts to remedy this are currently not yet available.

We are working to obtain the necessary parts to correct this condition as quickly as possible. As parts become available, we will send you another letter asking you to take your vehicle to an authorized Mercedes-Benz dealer to have the recall completed free of charge.

Should you have any concerns or questions regarding your vehicle before you receive the next recall letter when parts are available, please contact an authorized Mercedes-Benz dealer. If for any reason a dealer is unable to remedy your situation, we are always happy to hear from you. Please contact us at 1-800-367-6372. A new vehicle identification number (VIN)-based recall lookup tool, on our MBUSA.com website, now offers a search function that will indicate whether a vehicle has been subject to a safety recall, and whether that vehicle has had the free remedy performed. Please visit www.MBUSA.com/recall.

If you are no longer the vehicle owner, or have a change of address, please complete the reverse side of this letter and return the complete letter in the enclosed envelope. If this is a leased vehicle and the lessor and registered owner receive this notice, please forward this information by first class mail to the lessee within 10 days to comply with federal regulations.

If a Mercedes-Benz dealer for any reason is unable to remedy the situation without charge, or within a reasonable amount of time, pursuant to law 49 U.S.C. Chapter 301, you may submit a complaint to the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue, S.E., Washington, D.C. 20590 or call the toll-free Auto Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153); or go to <http://www.safercar.gov>.

We regret any inconvenience this situation may cause you.

Sincerely,

Mercedes-Benz USA, LLC
 303 Perimeter Center North
 Suite 202
 Atlanta, GA 30346
 Phone (770) 705-0600
 Fax (770) 705-0117
www.MBUSA.com



Mercedes-Benz - are registered trademarks of Daimler AG, Stuttgart, Germany

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete Items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) KMW C. Date of Delivery 3/7</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>Federal Reserve Bank - Atlanta c/o Dennis P. Lockhart, President 1000 Peachtree St NE Atlanta, GA 30309</p> <p> 9590 9402 2589 6336 8119 63</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mailed Mail <input type="checkbox"/> Mailed Mail Restricted Delivery (over \$500)</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>2. Article Number (Transfer from service label) 7016 0600 0000 6905 6042</p>			

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CARMAX INC Enrichment Manager
William Nash / thumb print
12900 Tuckahoe Creek Parkway
Richmond, VA 23238

suite 400 RYC 5/16/14



9590 9402 2431 6249 9829 83

2. Article Number (Transfer from service label)

7016 0340 0000 3113 2072

COMPLETE THIS SECTION ON DELIVERY**X**

B. Received by (Printed Name)

 Agent
 Addressee

5/11/17

 C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Carmax Auto Finance Inc.
c/o William Nash
225 Chastain Meadow Ct NW
Kennesaw, GA 30144



9590 9402 2054 6132 8282 32

2. Article Number (Transfer from service label)

7017 2680 0000 9286 7683

COMPLETE THIS SECTION ON DELIVERY**X**

B. Received by (Printed Name)

 Agent
 Addressee

Amanda Green

 C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Carmax
CEO/CFO
P.O. Box 1000B 4401009
Kennesaw, GA 30160



9590 9402 2778 6351 7807 34

2. Article Number (Transfer from service label)

7016 0340 0000 3113 2072

COMPLETE THIS SECTION ON DELIVERY**X**

B. Received by (Printed Name)

 Agent
 Addressee

Amy Green

 C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com .	
OFFICIAL USE	
Certified Mail Fee \$3.35	
\$ 0908	
Extra Services & Fees (check box, add fee as appropriate) 20	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 0.00
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00
Postmark Here	
Postage \$ 1.19	
Total Postage and Fees \$ 1.29	
05/20/2017	
Send To:	
Cormax Head & Newton CPO/ecto	
Street and Apt. No. or PO Box No.	
12000 Tuckahoe Creek Parkway	
City State ZIP+4	

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com .	
OFFICIAL USE	
Certified Mail Fee \$ 3.35	
\$ 4.75	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (handcopy)	\$ 0.00
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00
Postage \$ 0.70	
\$ 6.80	
Total Postage and Fees	
04/05/2017	
Sent To <i>Carmax Auto Finance Headquarters</i> <i>C/o Tom Reedy, CFO</i> Street and Apt. No., or PO Box No. <i>12800 Tuckahoe Creek Pkwy</i> City, State, ZIP+4 <i>Richmond, VA 23238</i>	

<h1 style="text-align: center;">U.S. Postal Service™</h1> <h1 style="text-align: center;">CERTIFIED MAIL® RECEIPT</h1> <p><i>Domestic Mail Only</i></p>	
<p>For delivery information, visit our website at www.usps.com.</p>	
<p>KENNESAW, GA 30160</p>	
OFFICIAL USE	
<p>Certified Mail Fee \$3.35</p>	
<p>\$2.75</p>	
<p>Extra Services & Fees (check box, add fee as appropriate)</p>	
<p><input type="checkbox"/> Return Receipt (hardcopy) \$0.00</p>	
<p><input type="checkbox"/> Return Receipt (electronic) \$0.00</p>	
<p><input type="checkbox"/> Certified Mail Restricted Delivery \$0.00</p>	
<p><input type="checkbox"/> Adult Signature Required \$0.00</p>	
<p><input type="checkbox"/> Adult Signature Restricted Delivery \$0.00</p>	
<p>Postage \$1.19</p>	
<p>Total Postage and Fees \$7.29</p>	
<p>Postmark Here</p>	
<p>05/20/2017</p>	
<p>Sent To <i>Cameron</i> Street and Apt. No. or PO Box No. <i>PO box 440609</i></p>	
<p>City, State, Zip Code <i>Kennesaw, GA 30160</i></p>	

Transactions 2/10/2017 - 3/9/2017

Effective Date	Description	Amount
3/6/2017	Payment <i>Principal</i>	\$577.66 \$577.66
3/6/2017	Additional Payment <i>Principal</i>	\$72.34 \$72.34
3/6/2017	Payment <i>Principal</i>	\$27,267.02 \$27,267.02
3/6/2017	Payment Reversed <i>Principal</i>	\$-27,267.02 \$-27,267.02
3/6/2017	Payment Reversed <i>Principal</i>	\$-72.34 \$-72.34
3/6/2017	Payment Reversed <i>Principal</i>	\$-577.66 \$-577.66
3/6/2017	Payment Reversed <i>Principal</i>	\$-577.66 \$-577.66
3/6/2017	Payment Reversed <i>Finance Charge</i> <i>Principal</i>	\$-505.32 \$-17.87 \$-487.45
3/4/2017	Payment Reversed <i>Principal</i>	\$-72.34 \$-72.34
3/4/2017	Payment Reversed <i>Finance Charge</i> <i>Principal</i>	\$-577.66 \$-154.41 \$-423.25
3/6/2017	Payment <i>Finance Charge</i> <i>Principal</i>	\$577.66 \$172.58 \$405.08
3/6/2017	Payment <i>Principal</i>	\$577.66 \$577.66
3/6/2017	Payment <i>Principal</i>	\$577.66 \$577.66
3/6/2017	Payment <i>Principal</i>	\$27,267.02 \$27,267.02
3/6/2017	Payment Reversed <i>Principal</i>	\$-27,267.02 \$-27,267.02
3/6/2017	Payment Reversed <i>Principal</i>	\$-577.66 \$-577.66
3/6/2017	Payment Reversed <i>Principal</i>	\$-577.66 \$-577.66
3/6/2017	Payment Reversed <i>Finance Charge</i> <i>Principal</i>	\$-577.66 \$-172.58 \$-405.08



P.O. Box 440609, Kennesaw, GA 30160

www.carmaxautofinance.com

Toll Free (800) 925-3612 • Fax (770) 423-4376

EXPLANATION OF CALCULATION OF DEFICIENCY

January 31, 2018

INDIA S. KAHCLAMAT
 900 MEADOWPARK DR APT A
 WHITE SETTLEMENT, TX 76108

RE: Retail Installment Contract Dated 12/17/2016 (the "Contract")
 2013 MERCEDES-B C350, VIN:WDDGF5HB8DA882217 (the "Vehicle")
 Account Number: 24480812

As a result of your default we repossessed and sold the Vehicle. Following is a detailed explanation of how we determined the amount that you still owe us. Also, please refer to the back page for important information if you filed for bankruptcy.

CALCULATION OF DEFICIENCY		
1	Aggregate Amount Owed as of 11/10/17 (Repossession Date)	\$ 27,705.87
2	*Proceeds from the Sale of the Vehicle Applied as of 12/11/17	\$ 14,700.00
3	Aggregate Amount Owed After Deducting the Proceeds of the Sale (1 minus 2)	\$ 13,005.87
4	Expenses:	
4a	Retaking and Holding	\$ 811.88
4b	Preparing for Disposition	\$ 310.00
4c	Processing	\$ 0.00
4d	Disposing of the Vehicle	\$ 0.00
4e	Attorney's Fees	\$ 0.00
4f	Other: Transport	\$ 70.00
5	Total Expenses (sum of 4a through 4f)	\$ 1,191.88
6	Credits/Rebates (to the extent not reflected in 1):	
6a	Extended Service Plan	\$ 0.00
6b	Guaranteed Asset Protection	\$ 0.00
6c	Other:	\$ 0.00
7	Total Credits/Rebates (sum of 6a through 6c)	\$ 0.00
8	Amount of Deficiency Balance as of 11/10/17 (3 plus 5 minus 7)	\$ 14,197.75

Since the repossession date, additional finance charges or interest in the amount of \$399.03 has accrued and the deficiency balance as of the date of this Explanation is \$14,596.78.

Future debits, credits, charges (including additional finance charge or interest), fees, rebates, and expenses may affect the amount of the deficiency balance.

*If the Vehicle was purchased, repossessed, or surrendered in Connecticut or Massachusetts this amount is the greater of the actual sale price of the Vehicle or the fair market value of the Vehicle determined by reference to the NADA Official Used Car Guide and taking into consideration the condition of the Vehicle.

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS**DEFENDANTS**

FEB 26 2018

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

DALLAS

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Sui Juris

CLERK U.S. DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS

8-18CV-4646

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

Court of Equity

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

- | Citizen of This State | PTF | DEF | PTF | DEF | |
|---|----------------------------|---|---|----------------------------|----------------------------|
| <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 | |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input checked="" type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input checked="" type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input checked="" type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 861 HIA (I395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
			IMMIGRATION	FEDERAL TAX SUITS
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

Fraud, Badge of Fraud

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Title 26 + more

VI. CAUSE OF ACTION

Brief description of cause: Writ of Possession of collateral equal value for fraud, theft, injun

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ **\$3,791,244.00** CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFFP

JUDGE

MAG. JUDGE